

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

GARY G. FLICK,	§	
Plaintiff,	§	
v.	§	
	§	
THOMAS JEFFREY CAUFIELD,	§	NO: 3:18-CV-01734-K
ESSENTIAL FINANCIAL EDUCATION,	§	
INC., and THE TUITION FUNDING	§	
SOURCE, L.L.C.,	§	
Defendants.	§	

**AGREED MOTION TO VACATE JUDGMENT AGAINST DEFENDANT
ESSENTIAL FINANCIAL EDUCATION, INC. ONLY, AND FOR ENTRY OF
MODIFIED FINAL JUDGMENT AS TO REMAINING DEFENDANTS**

TO THE HONORABLE JUDGE KINKEADE, UNITED STATES DISTRICT COURT
JUDGE:

1. Plaintiff and Defendants respectfully move that, pursuant to FED. R. CIV. P. 60, the Court modify the agreed judgment entered on October 3, 2018 (Doc. 29) (the “Agreed Final Judgment”) by vacating the agreed judgment against Defendant Essential Financial Education, Inc., *only*. Plaintiff and Defendants Caufield and The Tuition Funding Source, LLC also request entry of a modified final judgment (the “Modified Agreed Final Judgment”) pursuant to FED. R. Civ. P. 54(b) against Defendants Caufield and The Tuition Funding Source, LLC (the “Judgment Defendants”), but deleting references to Essential Financial Education, Inc. A proposed form of the Modified Agreed Final Judgment is submitted with this motion.

2. Plaintiff filed the motion to enter the Agreed Final Judgment against all Defendants on September 26, 2018 and judgment was entered on October 3, 2018.

3. On September 25, 2018, Plaintiff had also filed an involuntary bankruptcy petition pursuant to Chapter 7 of the Bankruptcy Code in the Northern Bankruptcy District of Texas under Case No. 18-33108-bjh7 against Defendant Essential Financial Education, Inc. This proceeding was filed to protect Plaintiff’s position regarding a preference and fraudulent transfer

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action. The motion for the entry of judgment as to Essential Financial Education, Inc.—albeit inadvertently—violated the automatic stay triggered by the bankruptcy proceedings under 11 U.S.C. § 362(a).

4. Plaintiff and Defendants agree that the entry of judgment against Essential Financial Education, Inc., was inadvertent, and that no prejudice or injury has been occasioned to Essential Financial Education, Inc., or its bankruptcy estate as a result of the entry of judgment.

5. Plaintiff and Defendants seek to modify the judgment of October 3, 2018 to vacate the portion of the judgment against Essential Financial Education, Inc. Plaintiff shall seek and obtain relief from the automatic stay in the Bankruptcy Court before filing a further motion to enter judgment against Essential Financial Education, Inc.

6. After entry of the order vacating the judgment as to Essential Financial Education, Inc. only, and entry of the Modified Agreed Final Judgment, this case may be administratively closed pending an order from the Bankruptcy Court lifting the automatic stay.

7. For the avoidance of doubt, and so far as Plaintiff and Defendants are aware, neither Defendant Thomas J. Caufield nor The Tuition Funding Source, LLC are subject to any pending bankruptcy proceedings and are not subject to any automatic stay. Further, no co-debtor stay applies in cases under Chapter 7 of the Bankruptcy Code, 11 U.S.C. § 101 *et seq.*

DATED: October 10, 2018

RESPECTFULLY SUBMITTED,

GLAST, PHILLIPS & MURRAY, P.C.

/s/ M.E. Furse

MATTHEW E. FURSE
TEXAS STATE BAR NO. 24105032
MFurse@GPM-Law.com

DAVID W. DODGE
TEXAS STATE BAR NO. 24002000
DDodge@GPM-Law.com

14801 Quorum Dr., Ste. 500
Dallas, Texas 75254
Tel. (972) 419-8300
Fax. (972) 419-8329

ATTORNEYS FOR PLAINTIFF

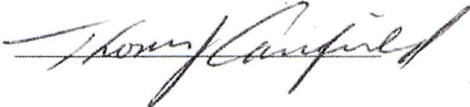
AGREED AS TO FORM AND SUBSTANCE:

GARY G. FLICK

By: 

His: Counsel

THOMAS J. CAUFIELD



ESSENTIAL FINANCIAL EDUCATION, INC.

By: 

Director

THE TUITION FUNDING SOURCE, LLC

By: 

Director

DALLAS, TEXAS, this 10th day of October 2018

ED KINKEADE
UNITED STATES DISTRICT COURT JUDGE

CERTIFICATE OF CONFERENCE

I certify that on October 10, 2018 I conferred with Thomas J. Caufield, and he, both individually and on behalf of Defendants Essential Financial Education, Inc. and The Tuition Funding Source, LLC, does not oppose this motion to vacate the judgment entered against Defendant Essential Financial Education. Inc. on October 3, 2018.

/s/ M.E. Furse

MATTHEW E. FURSE